

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM328541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deckers Outdoor Corporation		11/13/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, National Association		
Street Address:	10 S. Dearborn Street, 7th Floor		
Internal Address:	Loan and Agency Services Group		
City:	chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2003		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4503294	AHNU	
Registration Number:	4503041	HOKA	
Registration Number:	4383181	HOKA ONE ONE	
Registration Number:	4383182	HOKA ONE ONE	
Registration Number:	4368563		
Registration Number:	4503045	HOKA	
Registration Number:	4292446	UGG	
Registration Number:	4530933	UGGPURE	
Registration Number:	4618328	I UGG	
Serial Number:	86221600	I UGG	
Serial Number:	86346817		
CORRESPONDENCE DATA			
Fax Number:	3127069000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-701-8623		
Email:	ptierney@mayerbrown.com, msherlock@mayerbrown.com		
Correspondent Name:	Patrick Tierney		
Address Line 1:	P.O. Box 2828		

TRADEMARK

Address Line 4: Chicago, ILLINOIS 60690-2828	
ATTORNEY DOCKET NUMBER:	11185577
NAME OF SUBMITTER:	Patrick M. Tierney
SIGNATURE:	/PMT/
DATE SIGNED:	01/09/2015
Total Attachments: 6 source=Deckers Trademark Security Agreement#page1.tif source=Deckers Trademark Security Agreement#page2.tif source=Deckers Trademark Security Agreement#page3.tif source=Deckers Trademark Security Agreement#page4.tif source=Deckers Trademark Security Agreement#page5.tif source=Deckers Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2014 (this “Agreement”), is made by DECKERS OUTDOOR CORPORATION, a Delaware corporation (the “Grantor”), in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as the administrative agent (together with its successor(s) thereto in such capacity, the “Administrative Agent”) for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Second Amended and Restated Credit Agreement, dated as of November 13, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), among Deckers Outdoor Corporation, as the Company, the Designated Borrowers from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Company;

WHEREAS, pursuant to a Second Amended and Restated Guaranty, dated as of November 13, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Guaranty”), the Company and certain Domestic Subsidiaries have guaranteed the Guaranteed Obligations of the Company under or in connection with the Credit Agreement and all of the obligations of the Loan Parties under the Secured Hedge Agreements and Secured Cash Management Agreements;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Second Amended and Restated Security Agreement, dated as of November 13, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 7 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities of the Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor’s right, title and interest within the United

States, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral");

(a) (i) all registrations and all pending applications in the United States Patent and Trademark Office in connection with all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, whether currently in use or not, within the United States, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License");

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits);

provided, that in no event shall Trademark Collateral include any Excluded Assets (as defined in the Security Agreement).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Liabilities, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Liabilities, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the date (the "Termination Date") on which Obligations have been Paid in Full (as defined in the Security Agreement), the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of the Company. Upon any such permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article IX thereof.

SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

DECKERS OUTDOOR CORPORATION

By: 
Name: Angel Martinez
Title: CEO

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

DECKERS OUTDOOR CORPORATION




By: _____
Name:
Title:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,
as Administrative Agent

By:  _____
Name: Anna C. Araya
Title: Vice President

SCHEDULE I

TRADEMARKS

	APPLICA- TION NO.	REG. NO.	MARK
1.	85980854	4503294	AHNU
2.	1034790	1034790	HOKA-ONEONE
3.	85846514	4503041	HOKA
4.	85782878	4383181	HOKA ONE ONE
5.	85782906	4383182	HOKA ONE ONE
6.	85800607	4368563	
7.	85849074	4503045	HOKA ONE ONE
8.	85709900	4292446	UGG
9.	85981624	4530933	UGGpure
10.	85953606	4618328	
11.	86221600		
12.	86346817		